

INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET		1. SOLICITATION NUMBER <div style="text-align: center;">SP0600-98-R-0108-0002</div>	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID								
X	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

INSTRUCTIONS

Standard Form 1449 and all applicable clauses that require completion by the contractor are included in the accompanying Offer Submission Package.

Offers received after the closing and time will be found nonresponsive. When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document, and addressed to the following:

Attn: Bid Custodian, DFSC-CPC, Room 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

*** SPECIAL NOTE: This Solicitation incorporates changes resulting from the Federal Acquisition Streamlining Act of 1994. This change has required considerable revision to the format, structure, and substantive content of the enclosed contract clauses and the attached Offer Submission Package.

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN RD, SUITE 4950
FT. BELVOIR, VA 22060-6220
BUYERS/SYMBOL: LANDIS WEBB/DESC- PEA
SANDRA SHEPHERD/DESC-PEA
FACSIMILE: 703-767-8506
TELEPHONE: 703-767-9506

4. ITEMS TO BE PURCHASED (Brief description)

ORDERING PERIOD: 01 MAY 2000 THROUGH 30 JUNE 2001
PURCHASE PROGRAM: 1.8J, UNITED KINGDOM
LRP GASOLINE (93) LEAD REPLACEMENT GASOLINE: 9,677,245 LITERS

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED
	b. THIS PROCUREMENT IS A ____% SET-ASIDE FOR ONE OF THE FOLLOWING (X One). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

****IMPORTANT INFORMATION****

A. The closing date is 08 March 2000, 3:00 p.m. local time, Fort Belvoir, VA.

B. This is a multiyear solicitation. Contracts awarded as a result of this solicitation will be Requirements-Fixed Price with Economic Price Adjustment. Offers are requested for the period of 01 May 2000 through 30 June 2001. Please refer to Clauses I84, REQUIREMENTS, and I86.06-1, DELIVERY ORDER LIMITATIONS.

C. See Clause L2.05-5 – INSTRUCTION TO OFFERS RELATING TO LATE SUBMISSIONS OF OFFERS.

D. Please refer to the Base Reference Price listed in Clause B19.02 – ECONOMIC PRICE ADJUSTMENT before submitting your offer.

E. Please complete and submit the schedule of supplies contained in the accompanying “OFFER SUBMISSION PACKAGE” as your offer. Copies of all documents submitted must be exactly the same as the original.

F. Any additional persons authorized to negotiate on your company’s behalf with the Government concerning this request for proposal should be included with your initial offer.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) WEBB, LANDIS or SHEPHERD, SANDRA	b. ADDRESS (Including Zip Code) DEFENSE ENERGY SUPPORT CENTER Attn.: DESC-PEA 8725 JOHN J. KINGMAN RD., SUITE 4950 FT. BELVOIR, VA 22060-6220
c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9506 & (703) 767-9508	

8. REASONS FOR NO RESPONSE (X all that apply)					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER (Specify)				
9. MAILING LIST INFORMATION (X one)					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS (Including Zip Code)		
c. ACTION OFFICER					
(1) Typed or Printed Name (Last, First, Middle Initial)		(2) Title		(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-98-R-0108-0002	
DATE (YYMMDD)	LOCAL TIME
08 MAR 2000	3:00 PM

TO

Attn: Bid Custodian, DESC-CPC, Room 3729
Defense Energy Support Center
8725 John J. Kingman Road, Suite 4950
Ft. Belvoir, VA 22060-6222

G. See Clause I1.20-1 for the FAR and DFAR clauses that are incorporated into this solicitation by reference. If you are unable to obtain a copy of the referenced clauses through the Internet sites provided in the clause, please contact DESC and the clauses will be made available to you.

H. The terms and conditions of solicitation SP0600-98-R-0108 and Amendments 0001 through 0005 are hereby incorporated into this solicitation, except as indicated herein.

(1) The following clauses are hereby deleted:

K1.01-2, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
(JAN 1997)

K12.03, BUY AMERICAN ACT – TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JAN 1994)

L2.11-1, FACSIMILE OFFERS (DFSC AUG 1996)

L3.02, LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS (MAY 1997)

L4.11, CONTRACT AWARD (OCT 1995)

L5.01, AGENCY PROTESTS (DFSC AUG 1997) – DLAD

M16, EVALUATION OF OFFERS FOR MULTIPLE AWARDS (MAR 1990)

M19.02, EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP)
(DFSC APR 1984)

(2) The following clauses are hereby added and/or revised (clause titles in bold have been added):

B19.02, ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)

C1, SPECIFICATIONS (DESC JAN 1997)

C1.02, DODISS SPECIFICATIONS (DESC JUN 1999)

E21.01, SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

F30.01, ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

G3, INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

G9.06, ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

I1.01-1, DEFINITIONS (DESC FEB 1998)

**I1.03-3, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S)
(DESC AUG 1999)**

**I1.04, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)**

**I1.05, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL
ITEMS (SEP 1999)**

I1.07, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)

I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

**K1.01-10, OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS
(ALTS I/III) (OCT 1999/OCT 1998/JAN 1999)**

K1.06, DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

K85, DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST
COUNTRY (MAR 1998)

L2.11-2, FACSIMILE PROPOSALS (OCT 1997)

L5.01-1, AGENCY PROTESTS (DEC 1999) - DLAD

L203, HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

**M19.10, EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP)
(DESC JAN 1998)**

M55, CONVERSION FACTORS (DESC APR 1998)

- I. Facsimile proposals (offers) may be submitted in accordance with Clause L2.11-2, FACSIMILE OFFERS. DESC facsimile number (703) 767-8506.
- J. NOTE: If your firm does not wish to offer on this solicitation, but does wish to remain on the mail list, this form must be returned to DESC within 30 days after the closing date of the solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.
- K. NOTICE: Any contract awarded to an offeror who, at the time of award was suspended, ineligible, or debarred from receipt of contract with Government agencies, or in receipt of a notice of proposed debarment from any Government agency, is void at the option of the Government.
- L. DESC contact point and telephone number for emergency situations during after-duty hours:

Command Control Center (CCC)
Telephone Number (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 17 & 30				1. REQUISITION NUMBER SCO600-98-0576		PAGE 1 OF 36	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 31C		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-98-R-0108-0002	
7. FOR SOLICITATION INFORMATION CALL: CS		a. NAME LANDIS B. WEBB (703) 767-9506 SANDRA SHEPHERD (703) 767-9508				b. TELEPHONE NUMBER (no collect calls) PHONE: SEE BLK 7A FAX: (703) 767-8506	
						8. OFFER DUE DATE/LOCAL TIME 08 MAR 00 3:00PM Fort Belvoir, VA	
9. ISSUED BY Defense Energy Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: L. WEBB / DESC-PEA Phone: (703) 767-9506			CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY Defense Energy Support Center - Europe Unit 443, APO AE 09096, Wiesbaden, Germany Telephone: 0611-3807411		
17a. CONTRACTOR / OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01			
TELEPHONE NO.		FAX NO:					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE (Attach additional Sheets as Necessary)				SEE OFFER SUBMISSION PACKAGE	
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only) EST	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE YOUR OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEM(S):.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
						37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		40. PAID BY	
						42a. RECEIVED BY (Print)	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

INDEX**CONTINUATION OF STANDARD FORM 1449**

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
B1.05	SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996) CONTINUATION OF BLOCK 19-24: THE SCHEDULE	5

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAWARD**

L2.05-5	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)	10
---------	--	----

POSTWARD

11.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)	13
11.04	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)	15
11.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)	17

ADDENDUM #1**OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS**
PREAWARD SOLICITATION PROVISIONS

L2.11-2	FACSIMILE PROPOSALS (OCT 1997)	18
L5.01-1	AGENCY PROTESTS (DEC 1999) – DLAD	18
L203	HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)	19
M19.10	EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)	19
M55	CONVERSION FACTORS (DESC APR 1998)	19
M72	EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)	21

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

[X]	DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS	COVER SHEET
[X]	SF 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS	PAGE 1
[X]	OFFER SUBMISSION PACKAGE	SEPARATE COVER

ADDENDUM #2
OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
B19.02	ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)	21
C1	SPECIFICATIONS (DESC JAN 1997)	25
C1.02	DODISS SPECIFICATIONS (DESC JUN 1999)	26
E12	POINT OF ACCEPTANCE (DESC MAY 1969)	26
E21.01	SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)	26
E22.01	QUALITY REPRESENTATIVE (DESC JUL 1992)	26
E35.02	REQUESTS FOR WAIVERS AND DEVIATION (DESC JUN 1997)	27
F1.26	DELIVERY CONDITIONS FOR ALL ITEMS, INCLUDING AUTOMATIC FILL-UP (DESC AUG 1989)	28
F1.27	DETERMINATION OF QUANTITY (PC&S) (UK) (DESC SEP 1984)	28
F4	DELIVERY AND ORDERING PERIODS (DESC AUG 1976)	28
F30.01	ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)	28
F51	SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)	29
F105	VARIATION IN QUANTITY (APR 1984)	29
G3	INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)	29
G3.01	PAYMENT DUE DATE (DESC OCT 1988)	29
G18	ACCOUNTING AND APPROPRIATION (DESC FEB 1968)	29
G150.13	SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (UK) (DESC DEC 1993)	30
I1.01-1	DEFINITIONS (DESC FEB 1998)	30
I1.20-1	CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)	31
I11.01-2	ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)	32
I28.19	RELIEF FROM CUSTOMS DUTY (DESC MAY 1994)	33
I84	REQUIREMENTS (OCT 1995)	33
I86.06-1	DELIVERY-ORDER LIMITATIONS (PC&S) (UK) (DESC DEC 1993)	33

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>	<u>PAGE</u>
I179	ALLOCATION (DESC JUL 1995)	34
I186	PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)	35
I190.04	MATERIAL SAFETY DATA SHEETS – COMMERCIAL ITEMS (DESC MAR 1996)	35
I209.09	EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)	35
I211	ORDERING (OCT 1995)	36

CONTINUATION OF STANDARD FORM 1449**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as one or two-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>ESTIMATED QUANTITY</u> (Liters)
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SEE SCHEDULE OF SUPPLIES ON THE FOLLOWING PAGES

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AIR FORCE

RAF LAKENHEATH
UK, ES, NEAR BRANDON, FOR AAFES STORAGE
SUFFOLK//GENERAL ZONE//
DELIVERY DODAAC: HXGBBK
BILLING DODAAC : HXGBAA-3
ORDERING OFFICE: (COMM. TEL) 0638812680

838-931 LRP GASOLINE 4,170,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW INTO
1/22,800 LITER TANK (AAFES EXCHANGE STORAGE)
DELIVERY HOURS: 0800-1600 MONDAY TO FRIDAY
 0800-1200 WEEKENDS
AVERAGE DELIVERY: 10,000 LITERS
MINIMUM DELIVERY: 5,000 LITERS

Offer Price (ppl)

RAF ALCONBURY
UK, ES, NEAR HUNTINGDON FOR AAFES STORAGE
HUNTS//OUTER ZONE//
DELIVERY DODAAC: HXGBEK
BILLING DODAAC : HXGBAA-3
ORDERING OFFICE: (COMM. TEL) 048054012

850-931 LRP GASOLINE 783,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW INTO
1/22,000 LITER TANK (AAFES EXCHANGE STORAGE)
DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY
 0900-1500 SATURDAY
AVERAGE DELIVERY: 15,000 LITERS
MINIMUM DELIVERY: 10,000 LITERS

Offer Price (ppl)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AIR FORCE

RAF CROUGHTON
UK, ES, NORTHANTS FOR AAFES STORAGE
NORTHANTS//GENERAL ZONE//
DELIVERY DODAAC: HXGBCL
BILLING DODAAC : HXGBAA-3
ORDERING OFFICE: (COMM. TEL) 0869824685

854-931 LRP GASOLINE 348,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW INTO
1/10,000 LITER TANK (AAFES EXCHANGE STORAGE)
DELIVERY HOURS: 0800-1700
AVERAGE DELIVERY: 5,000 LITERS
MINIMUM DELIVERY: 5,000 LITERS

Offer Price (ppl)

RAF MILDENHALL
UK, ES, NEAR BURY FOR AAFES STORAGE
SUFFOLK//GENERAL ZONE//
DELIVERY DODAAC: HXGBKK
BILLING DODAAC : HXGBAA-3
ORDERING OFFICE: (COMM TEL) 0638542774

862-931 LRP GASOLINE 2,610,000 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW INTO
1/51,000 LITER TANK (AAFES EXCHANGE STORAGE)
DELIVERY HOURS: 0800-1800 MONDAY TO FRIDAY
 0800-1200 WEEKENDS
AVERAGE DELIVERY: 8,000 LITERS
MINIMUM DELIVERY: 5,000 LITERS

Offer Price (ppl)

ITEM
NUMBER

ESTIMATED
QUANTITY UI

DEPARTMENT OF AIR FORCE

RAF U.S. ARMY MENWITH HILL STATION
UK, ES, NEAR HARROGATE FOR AAFES STORAGE
YORKS//OUTER ZONE//
DELIVERY DODAAC: HXGBGK
BILLING DODAAC : HXGBAA-3
ORDERING OFFICE: (COMM. TEL) 0423770984

866-931 LRP GASOLINE 1,351,245 LT
 (LEAD REPLACEMENT GASOLINE)

TANK TRUCK (TT), TW INTO
1/22,000 LITER TANK (AAFES EXCHANGE STORAGE)
DELIVERY HOURS: 0900-1600
AND WEEKENDS
AVERAGE DELIVERY: 17,000 LITERS
MINIMUM DELIVERY: 10,000 LITERS

Offer Price (ppl)

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAWARD****L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [], is not [X] a master solicitation for the 1.8J Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is 08 Mar 00. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids _____ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 100 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00 p.m., local time for the designated Government office.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
BUILDING 4, SECTION D
700 ROBBINS AVENUE
PHILADELPHIA, PA 19111-5094
TELEPHONE: (215) 697-2179
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

POSTAWARD

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;

- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

I1.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

☒ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☒ 52.225-18, European Union Sanction for End Products (E.O. 12849).

☒ 52.225-19, European Union Sanction for Services (E.O. 12849).

☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.

☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the

work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

II.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|--|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416 |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304 |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637 |
| <input checked="" type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582 |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779 |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755 |
| <input type="checkbox"/> | 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers, 10 U.S.C. 2534(a)93) |
| <input checked="" type="checkbox"/> | 252.225-7036 | Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (<input type="checkbox"/> Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.227-7015 | Technical Data Commercial Items, 10 U.S.C. 2320 |
| <input type="checkbox"/> | 252.227-7037 | Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321 |
| <input checked="" type="checkbox"/> | 252.243-7002 | Requests for Equitable Adjustment, 10 U.S.C. 2410 |
| <input type="checkbox"/> | 252.247-7024 | Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631 |

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

[] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM #1
OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS
PREAWARD SOLICITATION PROVISIONS

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is 703-767-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L5.01-1 AGENCY PROTESTS (DEC 1999) - DLAD

Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

(DLAD 52.233-9000)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FRPs, will be used in evaluating offers.

(DESC 52.216-9F45)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	<u>Kg/m³</u>	<u>API</u>					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59

BURNER FUEL OILS

FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25

DIESEL FUELS

DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE							
FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that

either--

- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
- (2) The exception/deviation is acceptable.

(c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).

(d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.

(e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

ADDENDUM #2 – POSTAWARD CONTRACT CLAUSES**B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)**

The Contractor warrants that--

(a) The unit prices set forth in this contract do not include any contingency allowance to cover the possibility of increases in the reference price(s) in the Contractor's offer; and

(b) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

PART A - DEFINITIONS

As used throughout this clause--

(a) The term **listed items** means the items of Section B of the Schedule that are listed in the Reference Price Tabulation in Part C of this clause and are the only items to which price adjustment shall apply, unless otherwise provided in the contract schedule.

(b) The term **award price** means the unit price offered for an item and included in the contract award schedule.

(c) The term **reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.

(d) The term **independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as published by the Bureau of Labor Statistics.

(e) The term **established price** means one which (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) meets the criteria of paragraph 15.804-3(c) of the Federal Acquisition Regulation. It is established in the usual and ordinary course of trade between the seller (which maintains it) and buyers who are free to bargain. It is a price included in a catalog, price list, Schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. A commercial item is one that is regularly used for other than Government purposes and is sold or traded in the course of conducting normal business operations. Commercial items are sold to the general public when all of the following criteria are met: (1) Sales to the general public are not negligible in themselves and total 55% or more of all sales made; (2) 75% or more of those sales made to the general public are made at the established price. An item is sold to the general public if it is sold to other than affiliates of the seller for end use by other than the Government. Items sold to affiliates of the seller and sales for end use by the Government are not sales to the general public.

(f) The term **date of delivery** means--

- (1) The date and time vessel begins to load where the contract calls for delivery at origin into tanker or barge;
- (2) The date and time vessel begins to discharge where the contract calls for delivery at destination by tanker or barge;
- (3) The date and time product commences to move past the specified f.o.b. point where the contract calls for delivery by pipeline;
- (4) The date product is received for all methods of delivery other than (1), (2), and (3) above.

PART B - PRICE ADJUSTMENTS

(a) For price adjustments utilizing a reference price indicator other than commercial publications such as Platt's Oilgram, the Contractor shall notify the Contracting Officer, Defense Energy Support Center – Europe (DESC-EU), Augustastrasse 6, 65189 Wiesbaden, Germany in writing of any change in the reference price within 14 days from the date thereof.

(1) If the Contractor fails to give notice of any increase in reference price, such increase shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase.

(2) If the Contractor fails to give notice of a decrease in the reference price, such decrease shall apply to all deliveries made on or after the date of such decrease.

(b) For price adjustments utilizing commercial publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated under Reference Price Tabulations portions of this clause.

(c) The prices payable under this contract for listed items shall be the award price for the listed item increased or decreased by the amount, determined according to the formula in (c) below, that the reference price for the listed item shall have increased or decreased, to and including the date of delivery.

(d) The amount of increase or decrease in the award price shall be--

(Check appropriate box and complete applicable blanks)

☐ The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

☐ The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

☐ The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(e) If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(f) The Contracting Officer will issue a notification to this contract to reflect any change pursuant to this clause. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase in the applicable reference price has been verified by the Contracting Officer. Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.

(g) Notwithstanding any other provision of this clause, no upward adjustment shall apply to supplies that are required to be delivered prior to the effective date of the adjustment unless the Contractor's failure to deliver in accordance with the delivery schedule arises from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the DEFAULT clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(h) Notwithstanding any provision of this clause to the contrary, the prices payable under this contract shall in no event exceed either the lower of--

(1) The Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery, or

(2) The maximum prices shown in Column VII of the Reference Price Tabulation in Part C, in accordance with (h) below.

(i) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If, in the absence of an agreement on a new ceiling, written notification is given to the Contracting Officer of an actual price change resulting in a contract unit price that exceeds the current ceiling, the Contractor shall have no further obligation under this contract to fill pending or future orders for the specific line item(s) in question as of the effective date of the increase, as long as the unit price exceeds the ceiling. If, however, notwithstanding the lack of agreement on a new ceiling, the Contracting Officer indicates in writing that the Government is prepared to purchase the line item(s) for an adjusted price that exceeds the current ceiling, the Contractor shall be obligated to continue to honor orders placed for the specific line item in question.

PART C - REFERENCE PRICES

(a) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Reference Price Tabulation below) is--

[] (1) The low price published in _____.
(name of publication)

[X] (2) The average of the prices published in Platts Monthly European Bulk Average Price.
(name of publication)

[] (3) The established price posted by _____.
(name of company)

and

published in _____.
(name of publication)

(b) Where the reference price is an established price (see (a)(3) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule, and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements which this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(c) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(d) **DISCONTINUATION OR ALTERATION OF PUBLISHED REFERENCE PRICE.** In the event the reference price is an average of published or posted prices, and any one price ceases to be published or posted, or in the event the reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices, the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described herein. The contract shall be modified to reflect such substitute reference price effective on the date the prior reference price is discontinued or altered. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the DISPUTES clause of the contract.

REFERENCE PRICE TABULATION

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (a) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	*Base reference prices monthly average for <u>Dec 1999</u> as published on <u>Jan 00/</u> <u>Pence/Liter</u>	Maximum price payable under this contract (includes any tax included in the award price).
LRP Lead Replacement Gasoline 93	(2)	Premium	CIF NEW Basis ARA Cargoes		11.57	See Part B, Paragraph (f) above

*Base reference prices are based upon the Platt's monthly posting (Cargoes CIF NEW Basis ARA) for December 1999 as published on January 2000 (Pence/Liter).

* Base reference price was calculated by rounding the final figures to two decimal places. The average exchange rate for December 1999 is \$1.6132 and the following conversion factors found in Clause M55 was used:

Gasoline 1342.46 Liters per metric ton

(i) The reference prices are the midpoint of Platt's monthly posting Cargoes CIF NEW Basis ARA expressed in US\$ per metric ton. The posting for December of 1999 is as follows:

<u>Product</u>	<u>Platt's Reference</u>	<u>Low</u>	<u>Platt's Postings</u>	
			<u>High</u>	<u>Average</u>
Gasoline, (LRP) Lead	Premium	248.65	252.65	250.65
Replacement Gasoline				

(ii) The average exchange rate is the monthly average midpoint of the close of day exchange rates published in the London Financial Times. The average exchange rate for December of 1999 was \$1.6132 to one Pound Sterling.

(iii) The conversion factors to be used in calculating prices are as follows:

A=Gasoline (LRP) Lead Replacement Gasoline =1342.46

(iv) Reference prices will be adjusted monthly based on the average for the preceding month. Price changes will be effective on the first day of each month and will be rounded to two decimal places. For all products the reference prices will be calculated as follows:

Midpoint of Monthly Average Postings) x 100
(One of the Factors A through C) x D

Example: For Gasoline (LRP) Lead Replacement Gasoline:

<u>250.65 x 100</u>	<u>=25065.</u>	11.57 PPL
1342.46 x 1.6132	2165.66	

(v) Subsequent to notification by the contractor of a price change, DESC-EU will issue facsimile price change modifications to all paying offices in the United Kingdom and Germany. Payment of invoices is authorized and shall be made on the basis of said facsimile modification. A format confirmation will be prepared and disseminated as soon as possible thereafter.

(DESC 52.216-9FAA)

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

TABLE 1**Lead Replacement Gasoline supplied in the United Kingdom must conform to the following requirements:**

<u>Characteristics</u>	<u>Limits</u>	<u>Test Method</u>
Appearance	Clear and Bright	Visual Inspection
RON, minimum	97	EN 25164
MON, minimum	86	EN 25163
Density at 15 deg C, kg/m ³	720-780	BS EN ISO 3675 or BS EN ISO 12185
Vapor Pressure at 37.8 deg C, kPa	45-80(s) 70-100 (w)	BS 2000-394 or EN 12
Distillation 70 deg C, v/v 100 deg C, v/v 180 deg C, min, v/v Final boiling point, max, deg C Residue, max, v/v	15-45(s);20-50(w) 40-65(s);43-70(w) 85 (s)(w) 215 (s)(w) 2 (s)(w)	BS 7392
VLI (10VP+7E70), max	1000(s);1250(w)	Calculation based on the vapor pressure and the 70 deg C distillation temperature
Copper Corrosion, 3 hr @ 50 deg C, max	1	BS EN ISO 2160
Sulfur, % (m/m), max	0.015% max	BS EN ISO 8754 or BS EN 24260
Existent gum, solvent washed mg/100 ml, max	5	BS EN 26246
Oxidation stability, minutes, min	360	BS EN ISO 7336
Lead, g/l, max	0.005	BS EN 237
Benzene, % (v/v), max	1.0	BS EN 238 or EN 12177
Oxygenates Methanol, stabilizing agent must be added Ethanol, stabilizing agent may be necessary Iso-propyl alcohol Tert-butyl alcohol Iso-butyl alcohol Esthers containing 5 or more carbon atoms per Molecule	3 (% v/v), max 5 (% v/v), max 10 (% v/v), max 7 (% v/v), max 10 (% v/v), max 15 (% v/v), max	EN 1601
Other Oxygenates as defined in Annex 1 of European Council Directive 98/70 dated October 13, 1998	10 (% v/v), max	EN 1601
Potassium, mg/kg* Manganese, mg/kg*	8-20 10-50	

Acidity: To adequately limit the acidity of the petrol, the acidity of fuel ethanol used as a blend stock shall not exceed 0.007% (as acetic acid) when tested in accordance with BS 6392: part I.

Water Tolerance: Given the known potential for some petrols to absorb water, suppliers shall ensure that no water separation occurs under the range of climatic conditions experienced in the United Kingdom. If there is a risk of water separation, anti-corrosion additives shall be incorporated. Lead replacement additive shall be intended to provide a degree of exhaust valve seat protection and intended for use in motor vehicles designed to operate on leaded petrol and dispensed through wide nozzles

(DESC 52.246-9FT5)

C1.02 DODISS SPECIFICATIONS (DESC JUN 1999)

Unless otherwise specified, the issues of Federal and Military specifications, standards, and related standardization documents and those non-Government standards adopted for Department of Defense use, which are cited in this solicitation/contract, are those listed in the Department of Defense Index of Specifications and Standards (DODISS) dated July 1, 1998, and its supplement dated May 1, 1999.

(DESC 52.246-9FT1)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DESC JUL 1999)

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTION OFFICES FOR OVERSEAS PETROLEUM PRODUCT CONTRACTS or the QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DESC 52.246-9F80)

E22.01 QUALITY REPRESENTATIVE (DESC JUL 1992)

The Quality Office assigned inspection responsibility under this contract is Quality Manager, Defense Energy Support Center Europe, Augustastraße 6, Wiesbaden, Germany.

(DESC 52.246-9F35)

E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

(2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

F1.26 DELIVERY CONDITIONS FOR ALL ITEMS, INCLUDING AUTOMATIC FILL-UP (DESC AUG 1989)

(a) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule by means of the transportation equipment specified in the Schedule. Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the delivery order.

(b) Unless otherwise specified in the Schedule, all deliveries shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 72 hours prior to the day so specified. Deliveries shall be made during normal business hours, 8 a.m. to 5 p.m., Monday through Friday.

(c) Unless otherwise stated in the Schedule, the Contractor shall not be required to deliver by road tanker a quantity less than 500 liters nor into more than one storage tank.

(d) Unless otherwise specified in the Schedule, delivery equipment shall include a minimum of 13 meters of hose for deliveries into base and AAFES storage and a minimum of 25 meters of hose for deliveries into housing storage.

(e) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within prescribed free time. Unless otherwise provided in the Schedule, free time for unloading delivery vehicles shall be unlimited.

(f) Title to supplies, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities.

(g) Where, for particular items, Automatic Fill-Up is specified in the Schedule, the following provisions shall apply:

(1) The Ordering Officer shall furnish the Contractor (i) a map or other written information indicating the location and capacity of each receiving tank; (ii) a record of deliveries to each tank during the previous season; and (iii) a description of any restricted areas and special procedures to be allowed, if any.

(2) The Contractor's delivery equipment will be permitted access to the areas where deliveries are to be made 24 hours a day, 7 days a week, or as otherwise specified by the Ordering Officer.

(3) The Contractor shall establish and maintain a delivery schedule which will ensure that the level of fuel in each tank at all times is never less than the minimum needed to maintain continuous 72-hour operation of the facility the tank supplies, except for three-day weekends when the level of fuel in each tank must not be less than the minimum needed to maintain continuous 96 hour operation.

(4) Each invoice submitted to the Government for Automatic Fill-Up deliveries shall be accompanied by a record of the total quantity delivered for each item each day.

(h) All quantities of kerosene, diesel fuel DF2 (DERV), and fuel oil No. 2 (Gasoil) will be marked to comply with HMS Customs and excise requirements regardless of intended use. Loading hatches on trucks delivering gasoline may be locked but not sealed. All other products may be delivered in trucks that are neither locked nor sealed. On all deliveries, the Contractor must provide a means for the receiving activity to determine quantity at destination.

(DESC 52.242-9FG1)

F1.27 DETERMINATION OF QUANTITY (PC&S) (UK) (DESC SEP 1984)

(a) Measurement of truck deliveries will be by dip stick in accordance with standard commercial practice in the United Kingdom. Dip stick and tank truck strapping tables will accompany vehicle. All fuels with the exception of fuel oil No. 6 (BS 2869, Class F) shall be loaded, delivered, and invoiced at ambient temperature. Fuel Oil No. 6 will be temperature corrected to 60°F and quantities invoiced accordingly.

(b) Since gauging techniques do not preclude obtaining quantity figures, at origin and destination, that differ slightly even though there has been no actual product loss or gain, net quantities shown on the shipping document will be accepted as the quantity received, provided that any difference between such quantity and that which may be determined by the Government at the destination does not exceed 1/2 of 1 percent. If the difference is greater than 1/2 of 1%, the quantity determined by the Government at the destination will be used.

(c) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this contract, shall be (1) the barrel of 42 U.S. gallons, (2) the gallon of 231 cubic inches, (3) the long ton of 2,240 pounds, (4) the pound of 16 ounces, (5) the metric ton of 2,204.6 pounds, (6) the imperial gallon of 277.42 cubic inches, or (7) the liter of 61.026 cubic inches.

(DESC 52.211-9FE1)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: Date of Award and ends: 30 June 2001.

(2) Delivery period begins: 01 May 2000 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
All Items	Will be identified in award documentation	Will be identified in award documentation

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

(DESC 52.216-9FB1)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DESC 52.247-9FG5)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G3.01 PAYMENT DUE DATE (DESC OCT 1988)

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

(DESC 52.232-9F50)

G150.13 SUBMISSION OF INVOICES FOR PAYMENT (PC&S) (UK) (DESC DEC 1993)

(a) **INVOICES.** When the Contractor receives notice of a delivery, they will prepare a hard copy invoice in quadruplicate; the original will be marked **Copy 1**, and the three copies will be marked **Copy 2**, **Copy 3**, and **Copy 4**, respectively. By submission of an invoice for payment, the Contractor certifies that all delivery tickets supporting the subject invoice were signed by an authorized Government representative at the receiving location. Attached to and/or included on the invoice will be the following information:

- (1) Contract Number.
- (2) Contractor.
- (3) Delivery Date.
- (4) Product Name and Item Number.
- (5) Delivery Order Number.
- (6) Quantity in Liters.
- (7) Unit Price and Extended Total.
- (8) Total Pound Sterling Value of Invoice.
- (9) Delivery Ticket Number.
- (10) Affiliate Invoice Number, if applicable.

(b) **DELIVERY TICKETS.** The Contractor will prepare and each authorized Government representative at each receiving location will sign a Contractor delivery ticket at the time of delivery. The original delivery ticket will be given to the authorized Government representative at the time of delivery. The other copies will be retained by the Contractor (see (a) above and (b)(2) below). Contractor invoices shall be accepted

(c) and payment shall be processed without a signed delivery ticket attached to the invoice.

(1) For audit and control purposes, the Contractor will provide and deliver to DESC and/or the appropriate payment office, upon request, a copy of the signed delivery ticket. The copy can be a certified, legible copy of the delivery ticket if, pursuant to (2) below, the originals are stored on microfilm. Routine spot checks by the Government for purposes of random verification shall be limited to no more than 10 percent of the deliveries in any given month and shall list the invoice number, the invoice date, the delivery ticket number, and delivery date. Extensive verification checks not subject to the 10 percent delivery limitation may be requested on an exceptional basis. Government requests for the delivery tickets shall not delay the payment of any properly submitted invoice. The Contractor shall initiate retrieval of the requested forms within five working days of receipt of the request from either DESC or the paying office. Within 30 days of the request, the Contractor will either provide DESC/paying office with the requested forms or a status report of its efforts to retrieve the documents. If the Government requires a more detailed and complete audit, all requested forms shall be submitted within 30 days of the request. If the time table cannot be met, the Contractor will notify DESC with a projected date as to when the forms will be forwarded.

(2) With regard to the unrequested delivery tickets, the Contractor agrees to retain either duplicate hard copies of microfilm copies of the delivery tickets for a period of six years and three months after the delivery. However, records pertaining to claims for or against the U.S. Government, investigations, or cases pending or in litigation shall be retained until final settlement or resolution.

(DESC 52.232-9FC5)

II.01-1 DEFINITIONS (DESC FEB 1998)

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

I1.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)

(a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>
FAR/DFARS: <http://www-far.npr.gov>
DLAD: <http://www.procregs.hq.dla.mil/icps.htm>

(c) All **DESC** clauses and provisions are contained in full text in this document.

(d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.

(e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)

<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
*K1.01.10	FAR 52.212-3/I/III	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
K1.05	DFARS 252.212-7000	OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS
K1.06	FAR 52.204-6	CONTRACTOR IDENTIFICATION NUMBER – DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
*K33.01	DESC 52.215-9F28	AUTHORIZED NEGOTIATORS
*K85	DFARS 252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY
*K86	DESC 52.229-9F128	FOREIGN TAXES

* These clauses are in full text in the Offer Submission Package.

(2)

<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES FIXED-PRICE
*F29.01	DESC 52.216-9F85	CONTRACTOR ORDERING AGENTS
*G9.06	DESC 52.232-9F55	ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED
I1.07	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION
I1.22.1	FAR 52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
I11.04	FAR 52.242-13	BANKRUPTCY
I27	FAR 52.203-3	GRATUITIES
I28.21	FAR 52.229.6	TAXES – FOREIGN FIXED-PRICED CONTRACTS
I33	FAR 52.232-17	INTEREST

* These clauses are in full text in the Offer Submission Package.

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

I28.19 RELIEF FROM CUSTOMS DUTY (DESC MAY 1994)

(a) Pursuant to an agreement between the United States Government and Her Majesty's Customs and Excise, it is possible to obtain relief from customs duty on Motor Gasolines and Fuel Oils used in support of certain contracts. If vehicles and/or fuel oils are used in support of this contract, the Contractor will attempt to seek relief from customs duty in accordance with H.M. Customs Notice 431, "Relief from Customs Duty and/or Value Added Tax on U.S. Government Expenditures in the United Kingdom." Applications should be sent to--

H.M. Customs & Excise
International Customs
Division G, Branch 4 (Privilege)
Kings Beam House
Mark Lane, London EC3

(b) The amount of any rebate by H. M. Customs and excise will be paid in full to the U.S. Government. Checks will be made payable to "Treasury of the United States" and will be forwarded to "Accounting and Finance Office, RAF Mildenhall, APO AE 09127."
(DESC 52.229-9F55)

THE FOLLOWING CLAUSE APPLIES ONLY TO UNRESTRICTED ITEMS AND, IF APPLICABLE, ANY TOTAL SMALL BUSINESS SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 days after the end of the ordering period.

(FAR 52.216-21)

I86.06-1 DELIVERY-ORDER LIMITATIONS (PC&S) (UK) (DESC DEC 1993)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of **20 percent of the estimated one-year requirement in any given month** (20 percent of 1/2 the total estimated award quantity in any given month); or

(2) Any order for a combination of items for single delivery point in excess of **20 percent of the total estimated one-year requirement of all the items in any given month** (20 percent of 1/2 the total estimated award quantity of all the items in any given month); or

(1) A series of orders from the same ordering office in the course of 30 days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two working days after verbal notification of an order or two working days after receipt of a written order, followed by the return of the written orders to the ordering office, that the Contractor does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FM1)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

(2) The nature of the Government's waiver, exception, and enforcement procedure.—

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet (MSDS), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, that renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

(DESC 52.223-9F05)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through 30 June 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)